

CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209



Amended

AGENDA FOR THE REGULAR MEETING OF THE CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

FEBRUARY 27, 2019

6:00 P.M. - CLOSED SESSION

6:30 P.M. - OPEN SESSION

IRWINDALE CITY HALL / COUNCIL CHAMBER

CLOSED SESSION – CITY HALL CONFERENCE ROOM REGULAR MEETING – CITY HALL COUNCIL CHAMBER

Spontaneous Communications: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments on matters not listed on the agenda during the Spontaneous Communications period.

Pursuant to provisions of the **Brown Act**, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Chief Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).

Agenda amended Monday, 2/25/19 to add Item JC



Code of Ethics

As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

IRWINDALE CITY COUNCIL



CLOSED SESSION – 6:00 P.M.

1. Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

A) Property:	United Rock Products Corporation Pit #3
Negotiating Parties:	City of Irwindale & United Rock Products Corp.
Under Negotiations:	Price and terms of potential acquisition
Conflict of Interest:	None

ADJOURN

OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

D. ROLL CALL: Councilmembers: Mark A. Breceda, Manuel R. Garcia, H. Manuel Ortiz;
Mayor Pro Tem Larry G. Burrola; Mayor Albert F. Ambriz

E. REPORT FROM CLOSED SESSION

F. CHANGES TO THE AGENDA

G. COUNCIL MEMBER TRAVEL REPORTS

H. ANNOUNCEMENTS

I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

1. Introduction of Community Development Office Specialist Berlyn Aguila

2. Introduction of City Hall / Administration Office Specialist Sylvia Tapia

J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

A. Chamber of Commerce Business of the Month – Cory's Kitchen

B. Presentation to Retirees

- Cathy Huicochea, Administrative Secretary, Community Development
- Christina Fraijo, Senior Center Aide

*C. *Update by The Gas Company on Balanced Energy*

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 2 minutes and each subject limited to 6 minutes, unless such time limits are extended.

1. CONSENT CALENDAR

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

A. Minutes

Recommendation: Approve the following minutes:

None for approval

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Request for Community Center Rental Fee Waiver – Sandra M. Pusey on behalf of Irwindale Lions Club

Recommendation: Find that all requirements of the Fee Adjustment Policy for City Rental Facilities have been met for consideration of a fee waiver or adjustment, and approve the waiver of hourly Community Center rental fees for the Irwindale Lions Club meetings for 2019.

2. NEW BUSINESS**3. PUBLIC HEARINGS**

4. CITY MANAGER'S REPORT

5. ADJOURN

**SUCCESSOR AGENCY TO THE IRWINDALE
COMMUNITY REDEVELOPMENT AGENCY**

A. Report from Closed Session

No closed session items

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Successor Agency are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

None for approval

B. Warrants

Recommendation: Approve

2. NEW BUSINESS

3. PUBLIC HEARINGS

4. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the **amended** agenda for the regular meeting of the City Council and Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, to be held on February 27, 2019 be posted at the City Hall, Library, and Post Office on **Monday, February 25, 2019**.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

Agenda amended Monday, 2/25/19 to add Item JC

Electronic Payments

February 2019

February 1 - 15, 2019

FEB 27 2018



Reference Number	Vendor Name	Date	Amount
ACH	EDD	2/6/2019	15,792.93
ACH	Federal Tax	2/6/2019	41,833.40
ACH	ICMA	2/14/2019	210.39
ACH	PARS-PT	2/14/2019	1,004.62
ACH	PARS-FT	2/14/2019	14,645.73
ACH	Nationwide-457 Plan & Trust	2/14/2019	9,370.22
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	2/14/2019	1,767.00
ACH	CalPERS	2/4/2019	103.43
ACH	CalPERS	2/6/2019	59,940.06
ACH	CalPERS	2/15/2019	166.28
ACH	PARS-Public Agency Retirement Services	2/13/2019	5,120.00
Report Total:			149,954.06

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 2/21/2019 5:23 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
67620	AMAZON	Amazon	02/07/2019	1,642.45
67621	Ayala01	Leonor Ayala	02/07/2019	306.25
67622	AZUSALW	Azusa Light & Water	02/07/2019	624.88
67623	BUD01	Budget Blinds of San Gabriel	02/07/2019	1,069.00
67624	CHIRINO	Gina Chirino	02/07/2019	330.00
67625	DEPATI01	Jeanette DePatie	02/07/2019	225.00
67626	GASCOM	Gas Company, The	02/07/2019	896.60
67627	SOUTHE17	Golden State Water Company	02/07/2019	1,244.70
67628	GOVERN01	Government Finance Officers	02/07/2019	310.00
67629	LOSANGEL	LA County Tax Collector	02/07/2019	1,991.79
67630	MIRAND25	Blanche V. Miranda	02/07/2019	360.00
67631	OPTUM01	OptumRx, Inc.	02/07/2019	47,321.67
67632	PALACI01	Joanna Palacios	02/07/2019	300.00
67633	SCPMA-HR	SCPMA-HR	02/07/2019	99.00
67634	SMART&	Smart & Final	02/07/2019	684.28
67635	SCE02	Southern California Edison	02/07/2019	24,803.34
67636	VALLEY01	Valley County Water District	02/07/2019	7,015.05
67637	VALLEY09	Valley View Mutual Water Co.	02/07/2019	72.53
67638	WAGONER	Pamela Wagoner	02/07/2019	270.00

Report Total (19 checks):

89,566.54

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 2/21/2019 5:24 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
67641	AGUILARE	Erain Aguilar	02/14/2019	1,866.49
67642	CALIFO02	California American Water	02/14/2019	622.51
67643	CARDEN01	Rudy Cardenas	02/14/2019	175.00
67644	GALLARDC	Claudia Carlos	02/14/2019	55.80
67645	CITYOF22	City of Glendora	02/14/2019	4,120.00
67646	CMRTA01	CMRTA	02/14/2019	60.00
67647	COSTCO02	Costco Wholesale	02/14/2019	245.71
67648	GOV01	GovernmentJobs	02/14/2019	900.00
67649	HDL01	Hdl Software, LLC	02/14/2019	32.75
67650	HEGDAHLA	Armando Hegdahl	02/14/2019	139.02
67651	HOYEN	Noelle Hoye	02/14/2019	480.00
67652	IPMA01	Ipma-HR	02/14/2019	109.00
67653	IRWIND14	Irwindale Industrial Clinic	02/14/2019	150.00
67654	LEAGUE02	League Of California Cities	02/14/2019	956.00
67655	LION02	Lion Express	02/14/2019	802.95
67656	NIETO01	Laura Nieto	02/14/2019	116.72
67657	PETTYC05	City of Irwindale Petty Cash	02/14/2019	200.00
67658	RODRIG14	Pedro Rodriguez	02/14/2019	107.94
67659	SCE02	Southern California Edison	02/14/2019	1,697.99
67660	SPARKL	Sparkletts Drinking Water	02/14/2019	57.37
67661	Yban01	Anna Maria Ybanez	02/14/2019	10.00
67662	ZEPEDA07	Priscilla Zepeda	02/14/2019	115.21
67663	FRANC06	Franchise Tax Board	02/14/2019	125.00
67664	BANKOF03	Bank of The West	02/18/2019	6,606.32
67665	HOMEDE	Home Depot Credit Services	02/18/2019	708.02
67666	LAND01	Land Design Consultants, Inc.	02/18/2019	3,100.00
67667	AMERIC34	American Fidelity Assurance Co	02/21/2019	1,803.23
67668	AMERIT	Ameritas Life Insurance Corp	02/21/2019	12,320.40
67669	ARANDA01	Noemi Aranda	02/21/2019	224.78
67670	CHARTE01	Charter Communications	02/21/2019	74.52
67671	CITYOF32	City of Glendale	02/21/2019	550.00
67672	CITYOF22	City of Glendora	02/21/2019	515.00
67673	FRONT01	Frontier Communications	02/21/2019	559.14
67674	LEGAL03	Legal Shield	02/21/2019	80.75
67675	LOPEZ20	Darlene Lopez	02/21/2019	75.00
67676	MAREZL	Linda S. Marez	02/21/2019	75.00
67677	OPTUM01	OptumRx, Inc.	02/21/2019	39,748.53
67678	PEND01	Jade Pendelton	02/21/2019	193.75
67679	pettyc05	City of Irwindale Petty Cash	02/21/2019	434.18
67680	STANDA03	Standard Insurance Company	02/21/2019	1,871.91
67681	STATEO01	State Of California	02/21/2019	64.00
67682	TEXAS01	Texas Life Insurance Co.	02/21/2019	1,532.95
67683	SILES01	Brayan Torres Siles	02/21/2019	232.50
67684	TPX 01	TPX Communications	02/21/2019	1,984.81
67685	TRAN02	Dat Tran	02/21/2019	147.25
67686	ZAVALA01	Cassandra D. Zavala	02/21/2019	147.25
67687	ALESHIRE	Aleshire & Wynder, LLP	02/27/2019	43,570.04

Check No	Vendor No	Vendor Name	Check Date	Check Amount
67688	AMAZON01	Amazon Graphics	02/27/2019	267.68
67689	AMERIC15	American Planning Association	02/27/2019	105.00
67690	ARROWA	Arrow Automotive Service	02/27/2019	2,545.64
67691	AZUSAP01	Azusa Plumbing Supply	02/27/2019	73.60
67692	B&BTIR	B & B Tires Service	02/27/2019	8.00
67693	BAKER01	Baker & Taylor Books	02/27/2019	1,098.18
67694	BALLOO	Balloons 'N' More	02/27/2019	363.75
67695	BARNEY	Barney's Locksmith Service	02/27/2019	162.65
67696	BEA01	Beador Construction Company, Inc.	02/27/2019	213,716.39
67697	BILLST	Bill's Truck Repair, Inc.	02/27/2019	430.53
67698	BLACKA	Black & White Emergency Vehicles	02/27/2019	6,345.04
67699	CALIBE01	Caliber Commercial Pool Serv	02/27/2019	950.00
67700	CARP01	Carpenter Rothans & Dumont LLP	02/27/2019	45.00
67701	CARQUEST	Carquest	02/27/2019	179.38
67702	CIVIC02	CivicPlus	02/27/2019	6,523.59
67703	COASTL01	Coastline Equipment	02/27/2019	1,998.41
67704	CODUTO	Donald P. Coduto	02/27/2019	3,037.50
67705	LOSANG33	County of Los Angeles	02/27/2019	81,483.08
67706	DEBINA01	Debinaire Company	02/27/2019	285.00
67707	DESIGN04	Design Concepts Consulting, Inc.	02/27/2019	20,420.00
67708	ELITEE	Elite Elevator, Inc.	02/27/2019	350.00
67709	ESTRA01	Estrada's Smog Check	02/27/2019	50.00
67710	FEDEX	FedEx	02/27/2019	21.21
67711	GRAING	Grainger	02/27/2019	531.80
67712	HDLCOR	HdL Coren & Cone	02/27/2019	1,575.00
67713	INTER02	Interstate Batteries	02/27/2019	112.16
67714	IRWIND04	Irwindale Chamber Of Commerce	02/27/2019	9,166.66
67715	IRWIND21	Irwindale Hand Wash & Auto Detail	02/27/2019	393.82
67716	ITERIS	Iteris, Inc.	02/27/2019	1,800.00
67717	JCSPLU	JC's Plumbing & Backfolw Svc	02/27/2019	488.46
67718	JUSTIRE	Just Tires	02/27/2019	1,549.62
67719	MCMILLAN	Kent McMillian	02/27/2019	900.00
67720	KEYSTO	Keystone Uniform Depot	02/27/2019	366.66
67721	LAND01	Land Design Consultants, Inc.	02/27/2019	262.50
67722	LEXISN	LexisNexis Risk Solutions	02/27/2019	151.50
67723	MERIO1	Meridian Consultants, LLC	02/27/2019	8,713.75
67724	MOUNTA02	Mountain Motorsports	02/27/2019	64.64
67725	NATION25	National Auto Fleet Group	02/27/2019	64,366.04
67726	OFFICE03	Office Depot	02/27/2019	1,775.95
67727	ORKINP	Orkin Pest Control	02/27/2019	379.05
67728	PACIFI13	Pacific Office Products	02/27/2019	81.96
67729	PHASEII	PARS	02/27/2019	1,750.00
67730	PRO02	Pro Air Conditioning	02/27/2019	1,660.00
67731	PROPRINT	Pro Printing, Inc.	02/27/2019	167.54
67732	QUINN02	Quinn Company	02/27/2019	4,339.28
67733	RMMOTO01	R. M. Motorcycle	02/27/2019	959.20
67734	REDIRE01	Redi-Relief First Aid & Safety, Inc	02/27/2019	169.03
67735	RESI01	Resi-Shred	02/27/2019	85.00
67736	RICOH01	Ricoh USA, Inc	02/27/2019	313.21
67737	ROGELI	Rogelio's Upholstery	02/27/2019	303.15
67738	ROSENO	Rosenow Spevacek Group Inc	02/27/2019	913.75
67739	SCYAMA	S.C. Yamamoto, Inc.	02/27/2019	4,490.00
67740	MARUNA	Masataka Sakaue	02/27/2019	102.88
67741	SANGAB11	San Gabriel Valley Newspaper	02/27/2019	3,504.00
67742	SCFUELS	SC Fuels	02/27/2019	4,327.54
67743	SCMAF	SCMAF	02/27/2019	130.00
67744	SEMERAO1	Semerad Carpet & Flooring	02/27/2019	1,797.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
67745	SHELTE01	ShelterClean, Inc.	02/27/2019	1,400.00
67746	SIERRA02	Sierra Chrysler/Dodge/Jeep/Ram	02/27/2019	2,914.31
67747	SOCAL03	SoCal SealCoat Solutions, LLC	02/27/2019	1,103.07
67748	SOUTH07	South Coast Lighting & Design	02/27/2019	2,483.04
67749	STRESS	Stress Less	02/27/2019	2,050.00
67750	KFM	TETRA TECH BAS INC.	02/27/2019	89,192.83
67751	NORTHR	The Northridge Group, Inc.	02/27/2019	4,392.13
67752	THEW01	The Waterfall Company	02/27/2019	2,561.00
67753	TRANSP02	Transportation & Energy Solutions, Inc.	02/27/2019	7,747.75
67754	V&V01	V & V Manufacturing, Inc.	02/27/2019	601.55
67755	VISTA01	Vista Paint Corporation	02/27/2019	209.28
67756	WALT01	Walters Wholesale Electric Co.	02/27/2019	1,007.64
67757	WELLS01	Wells Fargo Vendor Fin Serv	02/27/2019	345.60
67758	XEROXC	Xerox Corporation	02/27/2019	507.73

Report Total (118 checks):

704,431.50

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

COUNCIL AGENDA
ITEM 1C

FEB 27 2018

Date: February 27, 2019
To: Honorable Mayor and Members of the City Council
From: William Tam, City Manager
Issue: Request for Community Center Rental Fee Waiver – Sandra M. Pusey on behalf of Irwindale Lions Club

City Manager's Recommendation:

That the City Council find that all requirements of the Fee Adjustment Policy for City Rental Facilities have been met for consideration of a fee waiver or adjustment, and approve the waiver of hourly Community Center rental fees for the Irwindale Lions Club meetings for 2019.

Background and Analysis:

In 2005, the City adopted a "Fee Adjustment Policy for City Rental Facilities." The policy provides for granting fee waivers or reductions of fees for applicants who are residents, who would suffer a financial hardship and wish to use City facilities for events that are beneficial to the community or otherwise provide a public service.

The Irwindale Lions Club has been established in the City of Irwindale since 1964. In January of 2013, the Lions Club requested and was granted a fee waiver for the use of the Community Center for their twice-monthly meetings due to the closure of their former meeting site. The Lions Club wishes to continue holding their meetings at the community center and is thus requesting a renewal of the fee waiver for calendar year 2019. Staff has reviewed the Lions Club's documentation establishing that payment of the rental fees for the Community Center would be a financial hardship for the group. This application from the Irwindale Lions Club meets all the criteria established by the policy for fee waiver or reduction, and the appropriate findings can be made that the use of the facility would serve the public good by providing a benefit to the community and a public service via the Club's donations to local education foundations and schools, providing eye glasses, hosting high school student speaker contests, and donating groceries to needy families during the holidays. The policy provides for City Manager authorization of applications that conform to the waiver criteria and are \$500 or less; in this case the rental fees for the 2019 calendar year would total \$1,800 (30 hours per year at \$60 per hour).

Fiscal Impact:

If approved, the fee waiver will result in a loss of \$1,800 to the General Fund, which helps defray the cost to the City of renting and staffing the facility for these events.


Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact: *Electronically Approved by City Attorney* (Initial of Legal Counsel)

Prepared By/Contact: Laura Nieto, Chief Deputy City Clerk

Phone: (626) 430-2202



William Tam, City Manager

Attachment(s): Irwindale Fee Adjustment Policy for City Rental Facilities
Lions Club's Application for Fee Adjustment of City Rental Facilities
Lions Club's Community Center Rental Application



CITY OF IRWINDALE

FEE ADJUSTMENT POLICY FOR CITY RENTAL FACILITIES

The City of Irwindale would like to alleviate some financial difficulties associated with using City facilities by those suffering from a financial hardship and wish to use the City facilities to serve a public purpose. To achieve this goal, the City is implementing this "Fee Adjustment Policy for City Rental Facilities" to encourage the residents of Irwindale to participate and promote events that are beneficial to the community or otherwise provide a public service. The City will approve fee waivers or reductions for those Irwindale residents that meet the criteria below:

I. ADJUSTMENTS ARE AVAILABLE FOR THE FOLLOWING FEES

To achieve the City's goal of assisting the residents of Irwindale suffering from financial hardships, the following fees are available for waiver or reduction in an amount deemed appropriate by the City Council or the City Manager pursuant to the criteria in this Policy:

- A. Community Center
- B. Our Lady of Guadalupe Mission
- C. Banquet Room and Kitchen
- D. Picnic Shelter
- E. Any other public facility as the City Manager or City Council, as appropriate, may approve

II. CRITERIA FOR CONSIDERATION

The City Council may grant fee waivers or reductions of fees for applicants who would suffer a financial hardship and wish to use the above City facilities for events that are beneficial to the community or otherwise provide a public service. The following criteria must be established to qualify for a fee waiver or fee reduction:

1. Applicants for fee waivers or reductions must be a resident of Irwindale.
2. Fee waivers or reductions may be granted for City fees where it can be shown, through documentary proof:
 - a. The applicant will suffer a financial hardship; and
 - b. Serve a public purpose by demonstrating that use of the City facility will:

- i. Benefit the community. This includes, but is not limited to, circumstances where the applicant:
 1. Supports civic or community programs for the City's residents or businesses; or,
 2. Provides financial assistance to the City's residents or businesses.
- ii. Provide a public service or otherwise promote the public health, safety and welfare. This includes, but is not limited to, circumstances where the entity provides needed donations or other assistance to residents and businesses of the City in areas such as:
 1. Health care
 2. Counseling services
 3. Abatement of dangerous or unhealthful living or working conditions, including, but not limited to, those constituting violations of the Irwindale Municipal Code
 4. Transportation needs of residents
 5. Nutrition needs of residents
 6. Educational assistance

III. PROCESS FOR CONSIDERATION

An Irwindale resident who would like to be considered for a fee waiver or adjustment should complete an "Application for Fee Adjustment of City Rental Facilities" form and submit it to the Deputy City Clerk. The City Manager will review the request and, if it meets the criteria of this Policy, and the request is for five hundred dollars (\$500) or less, the City Manager will provide the applicant with a response within fifteen (15) days. If the City Manager's decision is adverse to the applicant, the decision can be appealed to the City Council.

If the applicant requests a fee adjustment in excess of five hundred dollars (\$500), and meets the criteria of this policy, the City Manager will agendaize the item for City Council review and consideration under the guidelines of this Policy. If the City Council finds that all the requirements have been met, the waiver will be granted. Alternatively, the City Council may reduce such fee in an amount it deems appropriate based upon its assessment of the level by which the proposed activity meets the criteria outlined in this Policy. The decision of the City Council on any fee waiver or reduction shall be final.

RECEIVED

FEB 12 2019

CITY OF IRWINDALE
OFFICE OF CITY MANAGER

**APPLICATION FOR FEE ADJUSTMENT
OF CITY RENTAL FACILITIES**



IRWINDALE RESIDENT Sandra M. Pusey - Irwindale Lions Club

ADDRESS 16149 Peppertree Lane, Irwindale, CA 91706

TELEPHONE (626) 338-6424 (home) ⁶²⁶422-4255 (cell) _____ (work)

CITY RENTAL FACILITY Community Center

STATEMENT OF FINANCIAL HARDSHIP AND PUBLIC PURPOSE: As a non-profit
service club we try to use our funds towards our projects that serve the community rather than on
operating costs. Some of these projects include donating to local education foundations & schools,
hosting high school student speaker contests, and holiday grocery donations to needy families. We
are requesting the use of the Community Center for our meetings and a waiver of the associated fees.

Evidence of financial hardship and public purpose served (to support assertion of financial hardship, attach all documents establishing current financial situation, including all bank statements, most current tax forms, and essential expenses):

(Documents reviewed by staff)

By signing below, I confirm that all of the above and attached information is true and correct. By signing below I also attest to the fact that payment of City fees for the City's rental facilities is a financial hardship and will serve a public purpose.

Sandra M. Pusey
Applicant Signature

2-12-19
Date

**City of Irwindale
Facility Use Agreement**

Policy Statement

The City of Irwindale ("City") Community Center and Mission Historical Site are available to the public for civic, social, educational, athletic, cultural activities and limited commercial use. It is the intent of this Facility Use Agreement ("Agreement") to provide use regulations and application and scheduling procedures to accommodate groups that wish to use these City facilities.

The person signing this Agreement, and the organization on whose behalf this Agreement is entered into (collectively the "Applicant"), are jointly responsible for compliance with the terms and conditions of this Agreement. All Applicants are required to read, complete, and sign this Agreement and initial on the bottom of each page where designated. A person who is at least eighteen (18) years of age must sign this Agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign this Agreement.

Name of Facility to Be Used

☒ Irwindale Community Center: 16102 Arrow Highway, Irwindale, CA 91706
☐ Irwindale Mission Historical Site: 16239 Arrow Highway, Irwindale, CA 91706

Applicant Information

☒ Resident/City Employee ☐ Non resident

Contact name Sandra M. Pusey Tel.: (626) 338-6424
Organization Irwindale Lions Club Work _____
Address, City, State, Zip 16149 Peppertree Lane, Irwindale, CA 91706
Email: _____

Event Information

Type of event: ☒ Meeting ☐ Wedding ☐ Birthday ☐ Family gathering ☐ Fundraiser
☐ Other (Describe) _____

Date of event 2014 - 2nd & 4th Tuesdays Estimated attendance 5 - 15

Event time: 11:45 am to 1:00 pm Total hours: 2.5 hours/month

Set-up date: _____ Time: _____ Total hours: _____

Set-up date: _____ Time: _____ Total hours: _____

Clean-up time: _____ to _____ Total hours: _____

Will alcohol be served? Yes ☐ No ☒

Will food be served? Yes ☒ No ☐

Open to the public? Yes ☒ No ☐

Will there be music? Yes ☐ No ☒

If yes, how will music be provided (DJ, live band, etc.) _____

Will alcohol be sold? Yes ☐ No ☒

Will food be sold? Yes ☐ No ☒

Will minors be present? Yes ☒ No ☐

Admission fee charged? Yes ☐ No ☒

CITY OF IRWINDALE USE ONLY

☐ **APPROVED** ☐ **DENIED** Authorized By _____ Date _____

Insurance certificate received?	Date: _____
ABC License received?	Date: _____
Security authorization received?	Date: _____
Room set up provided?	Date: _____
Refund issued?	Date: _____

PAYMENTS RECEIVED

Refundable Deposit

\$300.00 Date received _____ Staff Initials _____

Set up and clean up rental time

\$20.00 X _____ hours = \$ _____ Date received _____ Initials _____

Rental

\$ _____ X _____ hours = \$ _____ Date received _____ Initials _____

Insurance

\$ _____ Date received _____ Staff Initials _____

Security Services Certificate

Date received _____ Staff Initials _____

Initial: Smg

Reservations

1. Reservations for a City facility may be made up to 1 year prior to the event but no later than 10 working days before the event.
2. Any reservation made 6 months or more prior to the function requires a \$50.00 pre-registration deposit in addition to the refundable deposit amounts. The \$50.00 shall be forfeited if function is cancelled; otherwise the \$50.00 shall be applied toward the refundable deposit.
3. While an Applicant may make a reservation, a City facility is not deemed rented until (1) Applicant delivers to the City this signed Agreement, rental fees, deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by the City; and (2) the City, in its sole discretion, approves such rental.
4. Applicant must provide all information as may be required by the City's Department of Senior Services ("Department") to assure compliance with the requirements and regulations of this Agreement.
5. Applicant acknowledges that neither the City nor the Department assumes any liability for any injury or loss or damage of personal property.
6. Prior to the use of the facility, the application must have approval of the Department's designated representative.
7. Proof of residency is required at the time of application in order to receive the resident rate.
8. This Facility Use Agreement and permit, which authorizes the rental of facilities, may be revoked for violation of any rental policies.

Security Deposit and Payments

1. An Applicant will be required to pay a security deposit in an amount that will promote use of the City's facilities in an orderly manner without damage to the facilities. Security deposits will be refunded upon inspection of facilities and confirmation that no property damage has occurred or additional clean-up is required.
2. The Applicant must sign the return deposit verification form at the beginning and end of the rental function. The refundable deposit is forfeited if:
 - a. The Applicant fails to accompany the City employee and security officer(s) during the walk through at the beginning and conclusion of the function, or is not present during the scheduled function; or
 - b. The City's facility custodian is unable to clear and lock the facility at the time the function is scheduled to end due to the actions or in-actions of the Applicant; or
 - c. The Applicant occupies the facility at a time other than that requested on his/her/its application, causing the City's facility custodian on duty to work unscheduled hours; or
 - d. The Facility is damaged in any way, including damaged, broken and/or missing equipment, graffiti, vandalism, or similar damage; or
 - e. The Facility, parking lot, city vehicles or any other city owned property is damaged or left in an unacceptable manner.

3. Below are the current deposit rates:

COMMUNITY CENTER (Kitchen included)

Refundable deposit	\$300.00
Set up and clean up rental time	\$20.00/Hour
Rental - Irwindale Resident/City employee	\$60.00/Hour
Rental - Non Resident	\$110.00/Hour

MISSION HISTORICAL SITE

Refundable deposit	\$150.00
Set up and clean up time	\$20.00/Hour
Irwindale Resident/City employee	\$50.00/Hour
Non Resident	\$100.00/Hour

SECURITY \$25.00/Hour

Contact security company directly to arrange for certificate of security.

4. All applicants, regardless of status, must pay the applicable refundable deposit. However, the City Manager may, in the best interest of the City, waive any portion or all fees for non-profit or community-based organizations.
5. All refundable deposits to be refunded will be paid by a City check to the Applicant stated on the application within 30 days.
6. A \$10.00 Cancellation Service Charge shall be assessed if the function is cancelled 60 days or more prior to function date. If the cancellation is made less than 60 days prior to the function, a \$100.00 cancellation fee will be charged.
7. Rental fees are to be paid no less than 15 working days prior to decoration and/or function date. Fees received less than 15 working days prior to the decoration and/or function date must be made in cash and a 10% per day penalty will be charged on the rental balance.
8. If paying by check fees by check, the name on the check must match the name stated on the application.

Regulations and Restrictions

All uses of City facilities will be subject to the following regulations and restrictions:

A. Insurance and Indemnification.

1. General liability insurance. Applicant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. City, its officers, officials, agents, and employees shall be included as additional insureds on the policy.

2. When it is deemed to be in the best interest of the general public, the City will require the Applicant to furnish a Certificate of Insurance naming the City as additionally insured.
3. Applicant may elect to participate in City-offered third party insurance program, through Alliant, Special Event Insurance Services, (800) 821-9283, 1301 Dove Street, Suite 200, Newport Beach, CA 92660. The Alliant program meets the City's minimum requirements as stated above. The estimated cost of the insurance program to the Applicant will depend upon type of rental, number of rental days requested, whether alcohol is provided, and whether alcohol is sold.
4. Insurance is available at the following estimated rates (Subject to change based on the details of the activity):

INSURANCE

No alcohol \$81.00/Day

INSURANCE

With alcohol \$240.00/Day

5. Note, if insurance is purchased from the City and Applicant cancels within 15 days of rental date, insurance will be returned minus a \$10.00 administrative fee.
6. Risk Manager may determine other insurance is necessary depending on the activities at the facility. For example, if there is a corporate sponsored event, where Applicant's employees are used to set up or operate the event, then Applicant shall be required to show evidence of workers' compensation insurance.
7. Indemnification: Applicant shall indemnify, defend, and hold harmless City, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's [authorized activities under the terms of this Agreement] [use or occupancy of the Facility and adjoining property], unless solely caused by the gross negligence or willful misconduct of City, its officers, employees, or agents.

B. Alcohol.

1. The City Manager or his/her designee has the authority to approve or disapprove all applications for serving of alcoholic beverages.
2. Groups or individuals wishing to serve alcoholic beverages must submit an application at least eight (8) working days prior to the event.
3. If alcohol is to be sold:
 - f. The responsibility for obtaining all required permits from the California Department of Alcoholic Beverage Control ("ABC") is the duty of the Applicant and necessary when selling alcohol.
 - g. Alcoholic beverages shall be sold only by the person possessing a valid permit from ABC.
 - h. The ABC Permit must be displayed over the bar throughout the activity/event.

- i. Service, sale and consumption may be permitted only at those events for which the ABC so specifies.
4. Bring your own (B.Y.O.B.) events are prohibited.
5. No glass bottles or containers will be allowed (other than champagne service). All champagne bottles must be opened in the kitchen.
6. No unused or leftover alcoholic beverages shall be allowed to remain on premises.
7. For purposes of the Irwindale Mission Historical Site, alcohol may only be served outside.
8. Alcohol is not allowed when an event is designated for minors such as school age award programs, birthday parties and/or receptions.
9. No alcoholic beverage shall be served to any person less than 21 years of age. Injuries caused to any person as a result of alcoholic beverages being served to or consumed by someone under the age of 21 while on the City's premises, shall be the sole responsibility of the organization or individual renting the facility.
10. The distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws, including regulations of the ABC. Violators are subject to criminal prosecution, and reported violators will be denied approval of subsequent requests to use a City facility.
11. Any organization using City facilities shall be solely responsible for obtaining all permits or licenses relating to the distribution and consumption of alcoholic beverages on the premises.
12. Alcohol may only be served by an adult 21 years of age or older. If evidence is found that alcohol is being served that was not authorized by the City or to a minor the Police will be notified and the event will be terminated and all fees and deposits will be forfeited.

C. Security and Supervision.

1. Security is required when alcohol or music (live band, DJ, instrumental, etc.) is included at the function. A personal radio or boom box is excluded from the definition of music.
2. Security shall be provided by a private security company agency approved by the City. Applicant shall be responsible for procuring and paying for said security officers. Security officers are required to remain at the City facility one-half hour longer than the event to ensure the premises are cleared and secured.
3. Applicant is solely responsible for supervising all individuals at the City facility and adjoining property during the event. The City is not responsible for providing this supervision.
4. When alcohol is served, there shall be at least one security guard present at the facility at all times. The guards must arrive 30 minutes before guest arrival time and remain until the contract end time. The parking lot must be monitored every 30 minutes. The security guards shall have the authority to enforce all rules and regulations governing facility rentals. In the event that the Police are called, the cost of their services shall be deducted from the Applicant's security deposit. The Applicant will be billed for any costs exceeding the security deposit.

D. Set-Up, Clean-Up, and Decorations.

1. Applicant and his/her/its agents, including caterers, bands, transportation of rental equipment, and related individuals, will not be permitted access to the Facility prior to or after the event time period approved by the City. Applicant shall not prepare or decorate the Facility prior to the event start time, unless Applicant provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.
2. Applicant shall be responsible for arranging access during the time requested for entry and exit of the Facility.
3. Applicant shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein. No decorations are to be hung on sprinklers.
4. The use of rice, birdseed, confetti, glitter, silly string, or candles is prohibited.
5. Applicant shall be responsible for clean-up of the entire Facility, including adjacent grounds, at the end of the rental. Applicant shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Applicant shall also leave all fixtures, if any, in good working condition.
6. The Community Center kitchen should be cleaned and wiped down. Applicant is not to mop floors in the kitchen, foyer or bathrooms.
7. Tables should be wiped down. Tables and chairs are to remain where they are. Applicant is not to fold and/or stack tables or chairs.
8. Applicant is not to vacuum floors.
9. Decorations are to be taken down and removed.
10. Applicant shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the City.
11. Cleanup must be completed prior to 12:00 midnight of the function date. The Community Center should be cleaned one hour prior the ending of the function. If you feel one hour is not sufficient, please allow more time.

E. Kitchen Use, Equipment, and Accessories.

1. An Applicant using the Community Center kitchen shall furnish dishes, silverware, cooking utensils, all paper products, towels, soap, etc.
2. Requests for table and chair arrangements must be submitted the Monday preceding the rental function or the room set up will be made at the discretion of the City.
3. Applicant shall not remove, relocate, or take any City property outside of the Facility for any reason without the prior written approval of the City.
4. The City does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Applicant, at its own cost, may bring these systems into the Facility for their use.
5. All music equipment must be contained within the enclosed walls of either the Community Center and/or the Mission.

F. Miscellaneous.


1. Smoking is prohibited in all City facilities including restrooms and within 20 feet of all entrances.
2. Facilities and equipment are to be left in the same condition as they were prior to the rental. The Applicant is responsible to pay for any damage to property or loss of property. A fee equal to total replacement cost will be charged. It shall be the responsibility of the Applicant to see that unauthorized portions of the facility are not used. Continued or repeated use of City facilities will be contingent upon care of the facility, property and equipment, and observance of all approved rules and regulations.
3. No gambling of any kind shall be conducted on, or in, City facilities, and the Applicant shall ensure that no disorderly or illegal conduct shall be allowed in any facility. Charitable events and/or fundraisers in support of non-profit organizations that include a "Casino Night" or similar event where no monies are wagered are excluded from this prohibition.
4. Private groups wishing to collect fees, donations or admission charges, or those using the facility to market a product, give a presentation, or advertise their business, will be considered commercial users.
5. The posted occupancy of City facilities shall not be exceeded.
6. Storage space will not be granted at any time.
7. A City facility is available for rental seven days a week, between the hours of 7:00 a.m. – 12:00 midnight. Facilities are not available for reservations on the following holidays: Christmas Eve, Christmas Day, Cesar Chavez Day, Easter, Independence Day, Labor Day, Memorial Day, New Year's Eve, New Year's Day, and Thanksgiving.
8. All persons using the facilities shall observe and obey regulations of this policy, the rules of the Department, and all applicable City, State and Federal laws, rules and regulations.
9. Minors must remain in the rented facility room and shall not be allowed to roam.
10. Any intended use of outside vendors must be disclosed in the application and if permitted shall comply with applicable insurance requirements.
11. No open flames are permitted including the use of candles
12. Maximum capacity is 100 people for assembly at the Community Center.
13. Seating capacity for dining at the Community Center is 72 people.
14. No animals are permitted at the Facility, with the exception of service animals.
15. No one is permitted upstairs or in the elevator at the Community Center.
16. Be advised that guests are not allowed in the flower beds and are not to be throwing items into the Community Center fountain.
17. The Mission may not, under any circumstances, be used for regular church services. It may be rented, as are other City Facilities, for specific events such as parties, weddings, meetings, wakes, christenings, etc.
18. Applicant acknowledges the limited parking at the Mission. Adequate measures to ensure sufficient parking may be imposed. Failure to provide adequate parking and/or disruption of the neighborhood may result in termination of the event.
19. Applicant acknowledges that the Mission is located adjacent to a residential neighborhood. Loud noise must be controlled. Receipt of noise complaints by the City may subject the event to immediate termination.
20. The City is not responsible for lost or stolen items.

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21. Applicant shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
22. The City of Irwindale may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
23. The facility shall be used for the purpose stated in this Agreement and no other use will be permitted.
24. Applicant shall be responsible for securing all required permits and licenses.

Any violation of the above or any part of this Agreement or report of false information to the City of Irwindale may refuse Applicant from further use of the Facility and deny further requests for a period of up to two (2) years at the discretion of the City Manager or his/her designee. Moreover, Applicant shall forfeit a portion of or all of the rental fee and/or the deposit.

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Print Name Sandra M. Pusey
Signature 
Organization Irwindale Lions Club
Address 16149 Peppertree Lane, Irwindale
Telephone (626) 338-6424
Date December 7, 2017

CONTACT INFORMATION

FACILITY RESERVATIONS

Contact the Irwindale Senior Center to check Facility availability, and to submit application, insurance, licenses and payments.

IRWINDALE SENIOR CENTER– (626) 430-2283
16116 Arrow Highway, Irwindale, Irwindale, CA 91706

SECURITY INFORMATION

The following private security firm licensed by the City of Irwindale provides security for rental purposes:

PAEZ PATROL SECURITY– (626) 858-6920
1171 West San Bernardino Road, Suite E-2, Covina, CA 91722

CERTIFICATE OF INSURANCE

A Certificate of insurance quote/certificate can be obtained through the City of Irwindale Senior Center, utilizing the following special event insurance company:

Alliant – Special Event Insurance Services – (800) 821-9283
1301 Dove Street, Suite 200, Newport Beach, CA 92660

ABC LICENSE

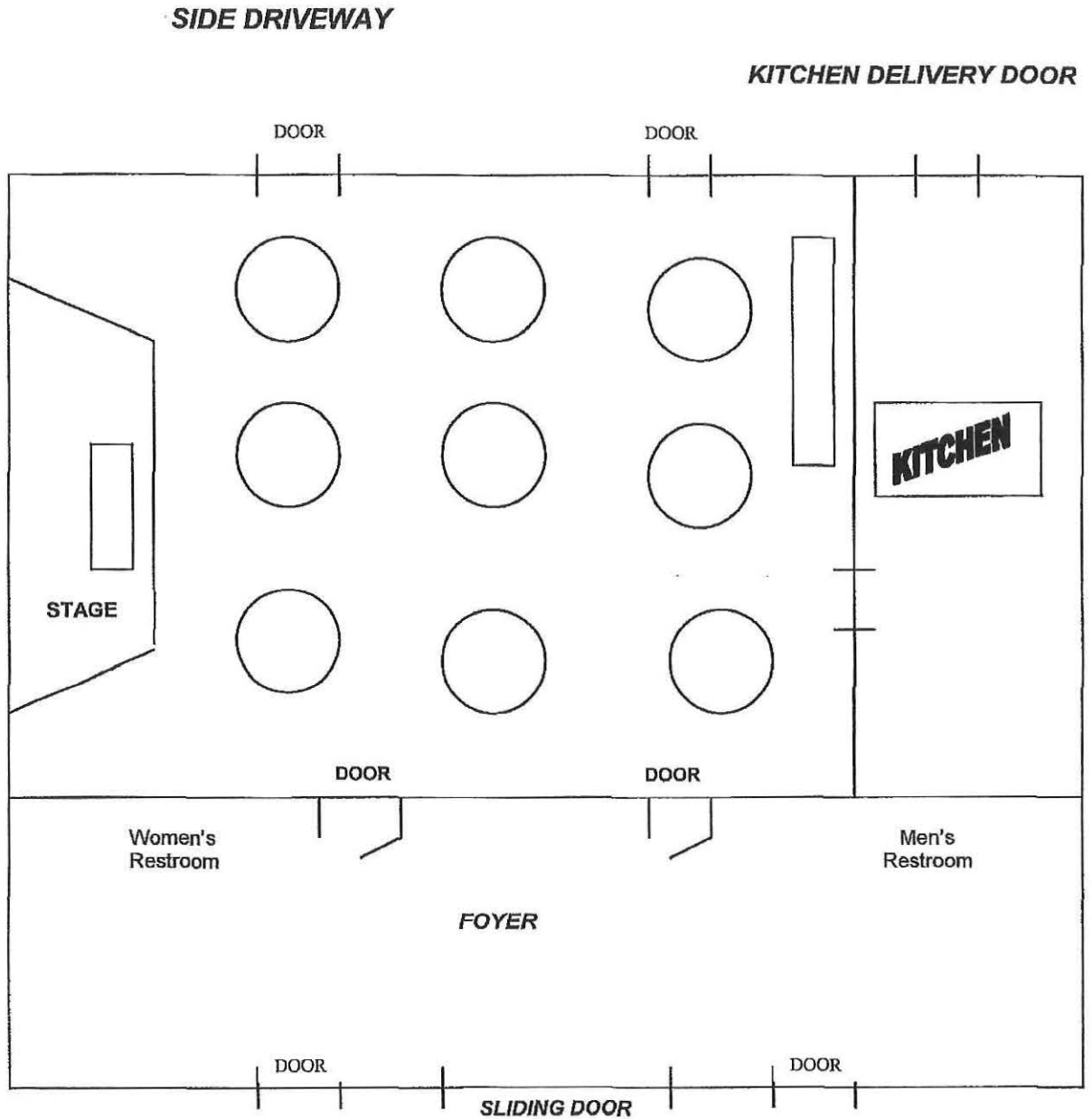
ABC– ALCOHOLIC BEVERAGE CONTROL – (626) 256-3241
222 E. Huntington Dr., Ste 114, Monrovia, CA 91016

ROOM SET – UP DIAGRAM

Community Center Capacity – 100 Maximum for assembly
72 Dining

8 – 8ft. rectangle tables
6 – 6ft. rectangle tables
9 – 72 inch round tables

(Diagram not to scale)



FEB 27 2018

Accounts Payable

Checks by Date - Summary by Check Number

**City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency**

Check No	Vendor No	Vendor Name	Check Date	Check Amount
67639	ALESHIRE	Aleshire & Wynder, LLP	02/14/2019	6,122.86
67640	ROSENO	Rosenow Spevacek Group Inc	02/14/2019	640.00
Report Total (2 checks):				6,762.86